



INFORMATION FOR OTHER BROKERS & APPLICANTS

Please ensure that you and your prospective tenant read the attached TENANT SELECTION CRITERIA and APPLICANT REQUIREMENTS to be aware of our selection criteria and requirements. This form is part of the online application process and all applicants will be required to sign it. This packet also includes a copy of our current LANDLORD RULES & REGULATIONS and TENANT BENEFIT PACKAGE that are part of any lease signed with TRS.

1) Application Fee: This will be paid online as part of the application process.

2) Lease Signing: There is no need for your prospect to fill out a complete lease before making application. The sample lease on our website has all the information and addenda needed (including our Landlord's Rules & Regulations) and can be used to go over the lease terms with them if you prefer. Even if you do provide us with a completed lease, we will prepare and send to you and Applicant a digital lease that both of you can review and sign electronically. APPLICANTS ARE HIGHLY ENCOURAGED TO READ THE LEASE before signing, as there are many responsibilities that they are agreeing to perform and live under in this lease. Once signed the lease will be routed back to us for execution. **Please be aware that we will not execute any lease until the Security Deposit is received.**

3) Commission checks are normally mailed within one (1) business day of move-in provided we have a copy of your Brokerage W-9. If you would prefer to pick it up, please inform us.

STANDARD TRSI LEASE REQUIREMENTS

We use the current Texas REALTORS (TXR) lease forms, and the following terms are standard and required for all our leases. If there are non-real estate items on the property (#2), Landlord paid utilities (#11), or Landlord Yard Maintenance (#17.B), these items will be in the MLS Listing. If the offer you submitted has different terms in conflict with these, your offer is hereby countered to reflect these terms:

RESIDENTIAL LEASE AGREEMENT (TXR2001) 07-08-22

2. ... with the following non-real property items: none or N/A (unless the listing lists some items, the vast majority will be none).
4. A. (1) 30 days before... B. (1) on the last day of the month ...
5. A. (1) the first day of each month during this lease. First month's rent made payable to Property Manager and due and payable no later than Commencement Date by cashier's check, money order, other means acceptable to Landlord.
C. Name: Terra Residential Services, Inc. Address: 9977 W. Sam Houston Parkway North, Suite 160, Houston TX 77064
D. (3) all can be checked, Landlord may charge electronic payment (4) Landlord requires.
6. A. payment by the 3rd day of each month.. (1) initial late charge .. (a) \$40.00 and (2) additional ..of \$10.00 per day
7. RETURNED PAYMENTS: Tenant will pay Landlord \$50.00 for each payment
9. B. (2) ...an initial amount of \$100.00 and \$10.00 per day ...
10. A. Security Deposit paid by... cashier's check, money order other means acceptable to Landlord.
11. A. Tenant will pay all ... except the following which Landlord will pay: N/A.
12. E. Guests: Tenant may not permit any guest ... or 20 days...
14. C. ...a trip charge of \$100.00.
D. (1) during the last 30 days of this lease (2) ...a fee of \$ 1 month's rent
15. A. AS-IS provided that Landlord: if any, make sure these are included on application or it will be filled out N/A...
B. ...deliver it to Landlord within 7 days...
17. B. (3) (b) Tenant, at Tenant's expense, will maintain the yard.
17. F. Smoking not permitted
18. A. ...call: 713-895-9966.
D. (2) (f) ...the following specific items or appliances: refrigerator, washer, or dryer, if any. (except th/cond)
26. SPECIAL PROVISIONS: Includes automatic enrollment into Terra Residential's Tenant Benefit Package at an additional cost of \$25 per month payable with rent.
28. B. (4) (a) (ii) 100.00% of one month's rent...(b) (ii) 100.00% of one month's rent...
31. Check all Addenda that apply but at a minimum: Addendum Regarding Rental Flood Disclosure, Agreement between Brokers; Addendum Regarding Lead Based Paint (if home built before 1978); Landlord's Rules & Regulations, Inventory and Condition Form, Residential Lease Application Information About Brokerage Services, Tenant Benefit Package
32. Landlord c/o ..Terra Residential Services, Inc., 9977 W. Sam Houston Parkway North, Suite 160, Houston TX 77064,
Email: notice@terraresidential.com.
34. J. Landlord's broker, Terra Residential Services, Inc. will act as the property manager for landlord.

AGREEMENT BETWEEN BROKERS (TXR2002 10-14-03)

- A. (1) 50.00% (for 12 month or longer lease, prorated for shorter lease, minimum 25.00%) of one full month's rent.
- B. OTHER FEES: We do not pay Renewal or Sales Fees on normal leases.

ANIMAL AGREEMENT (TAR2004 07-01-22)

- B. Typical Consideration for 1 animal: (1) ... an animal deposit of \$400.00.
- I. SPECIAL PROVISIONS: Upon move-out, carpets must be professionally cleaned, deflea and deodorized. Tenant will provide an invoice to TRS, of a reputable company, showing such cleaning, deflea and deodorization at Move-Out. If Tenant fails to provide an invoice at Move-Out these may be arranged by Landlord and the costs will be paid by Tenant.

LANDLORD'S RULES & REGULATIONS (a TRS Form) This required addendum is part of all our leases and includes the specifics of day to day dealings between TRS and the tenant including how to contact us, how to pay rent, how to report repairs, etc. This addendum is attached below or you may preview this document on our website on the Tenant Documents page.

TENANT BENEFIT PACKAGE (a TRS Form) This required addendum is part of all our leases. This addendum is attached below.



terraresidential.com

9977 W. Sam Houston Parkway North, Suite 160, Houston, TX 77064 • (713) 895-9966





TENANT SELECTION CRITERIA and APPLICANT REQUIREMENTS

Anyone occupying the property that is eighteen (18) years of age or older must fill out an application and submit a \$50 non-refundable application fee. All applications are filled out and submitted online at www.terraresidential.com. The following Tenant Selection Criteria information is the first part of that process and MUST be read and agreed to before ANY processing will begin. Payments are collected online as part of the application process. While each client we represent may have slightly different criteria, our normal acceptable applicant will need to meet the requirements below. If you do not meet these minimum requirements, you should contact us before submitting your application in order to discuss your particular situation:

- 1) **Income:** On most of our properties, the gross verifiable monthly income for all tenants should be at least three (3) times the monthly rent amount.
- 2) **Employment:** We require verifiable employment history for at least the past three (3) years. If you are self-employed, retired, or not employed, we can accept such documents as signed tax returns (2 years minimum), W-2's, bank statements, paycheck stubs, etc. that provide proof of applicant's ability to pay the rent. If military, we need a current copy of your LES.
- 3) **Residency:** We require verifiable residence history for at least three (3) years whether you currently own or rent.
- 4) **Credit History:** We will obtain a copy of your credit report. You cannot provide this to us, we will obtain this ourselves.
- 5) **Criminal, Sex Offense, and Terrorist Database History:** We will check for inclusion in these databases.
- 6) **Occupancy:** The total number of tenants and occupants may not exceed two (2) persons per bedroom.
- 7) **Animals:** Animal policies and deposits vary from home to home so please contact us to determine the animal policy for this home. Most homes are limited to the number and size of animals. None of our homes permit dog types that may have violent tendencies, including but not limited to: Pit Bulls, Staffordshire Terriers, Dobermans, Rottweilers, Chows, German Shepherds or any similar breed or mixed breed. **All applications will start at <https://terraresidential.petscreening.com/> where all applicants will verify if they have no animals at all, pets or assistance animals.** No cost for no animals and/or assistance animal registrations. \$20 fee per pet registration.
- 8) **Applicants will be denied** for the following or similar reasons: False, inaccurate, or incomplete applications; low credit scores, unresolved evictions, judgments related to rental residency, tax liens, unpaid child support; current bankruptcy proceedings; felony convictions and out of prison or jail less than 5 years, multiple felonies, physical or violent crimes, domestic violence, sex offenses; and/or appearance on any sexual offense or terrorist database.
- 9) **Applicants may be denied** or required to pay additional deposit or rent for the following or similar reasons: insufficient verifiable income, too high debt to income ratio, excessive late or NSF rent payments, broken leases, unresolved property damages, unpaid rent, mortgage not current, foreclosures, low credit scores or no credit score, excessive credit collection balances, slow pays, drug related offenses, etc.

ACCEPTANCE AND MOVE-IN PROCEDURES

- 1) **Acceptance Window:** We can normally verify and make an acceptance decision within two (2) business days of receipt PROVIDED ALL DOCUMENTATION IS RECEIVED beforehand and VERIFICATIONS CAN BE COMPLETED.
- 2) **Security Deposit:** Once an application has been accepted, the Applicant has until 5:00 P.M. the following BUSINESS day to deliver the Security Deposit to our office (if not already done). This Security Deposit must be in the form of a Cashier's Check or money order made payable to Terra Residential Services, Inc. or TRS. We will not accept CASH for any reason. You also cannot pay this online. During this time, we will not remove the Property from the market; however, we will not process any further applications or present any other offers.
- 3) **Lease Signing:** Unless otherwise agreed upon, we will prepare and send to Applicant a digital lease that the tenant can review and sign electronically. Applicants are highly encouraged to READ THE LEASE before signing, as there are many responsibilities that you are agreeing to perform and live under in this lease. Once signed the lease will be routed back to us for execution. **Please be aware that we will not execute any lease until the Security Deposit is received.**
- 4) **Keys:** Because of federal privacy and identity theft laws, each Applicant will be REQUIRED to provide copies of positive identification (at least one with a photo) such as Driver's License, License to Carry Handgun, Passport, Visa, etc. This also means that **at least one of the named tenants on the lease MUST come to our office to be verified in person before we are allowed to turn over keys.**

I have read and fully understand the above tenant application, selection criteria, and requirements.

Signature/Date _____

Signature/Date _____



LANDLORD'S RULES & REGULATIONS

TERRA RESIDENTIAL SERVICES INC.

These Rules & Regulations further explain the TEXAS REALTORS® RESIDENTIAL LEASE (Lease) between the owner of the Property (Landlord) and Tenant(s) and are hereby incorporated into Lease. These explain the typical rules and procedures of the Property Manager, Terra Residential Services, Inc. (TRS), who will be managing this property as the Landlord's Agent under a written property management agreement. Tenant understands that their contacts will be with TRS and not directly with Landlord.

Please note that identifying numbers after the (§) symbol below correspond to the same numbered paragraph in the lease.

CONTACTING TRS:

Email: please address all questions and/or concerns to pm@terraresidential.com.

Telephone: (713) 895-9966. During office hours Monday through Friday from 9-12 and 1-5, phones are answered live. After hours an automated attendant with voice mail answering system is in place.

For reporting maintenance please see the Property Maintenance paragraph.

AUTOMATIC RENEWAL AND NOTICE OF TERMINATION (§4.A.B.C.): The Lease automatically renews on a month-to-month basis until one party gives the other **WRITTEN** notice of termination. **THE LEASE DOES NOT AUTOMATICALLY END AT THE EXPIRATION DATE OF THE PRIMARY TERM (§3.A).** When tenants wish to move, they must give Landlord at least 30 days **WRITTEN** notice of intent to vacate. These can be brought by the TRS office, mailed, or sent via email to notice@terraresidential.com. **Verbal or oral notice is insufficient for any reason.** Texas Property Code strictly prohibits attempts to use the Security Deposit in lieu of payment of the last month's rent, and strong penalties can ensue for doing so (see §10. Notices About Security Deposits). Upon receipt of the notice, the TRS manager will contact Tenant and schedule a walk-through of the property to inform Tenant of specific responsibilities before vacating (see Move Out §16) and to discuss the showing instructions to prospective tenants during the remaining time in the property. *If Tenant has not heard from TRS within a couple of days after sending the notice, contact TRS immediately as TRS did not receive it.* On the move-out day, TRS will schedule a move out walk through after Tenant is completely out of the property and, providing Tenant has provided a forwarding address in writing, Landlord has 30 days from that date to provide Tenant with an accounting and/or refund of the Security Deposit.

RENT (§5):

Method of Payment (§5.D.): Landlord requires that all rent and other sums be paid by cashier's check, electronic payment, money order or personal check. **AT NO TIME will Landlord accept any rent or other sum in cash.** The first month's rent and the security deposit must be paid by cashier's check or money order only. Landlord will not accept partial rent payments. Multiple payments for the rent will NOT be accepted (i.e. multiple tenants each submitting separate personal or e-checks for part of the rent, or tenants submitting partial rent payments throughout the month).

Electronic payment (§5.D.): Tenant can pay online by e-check (ACH), or debit or credit card, and online payments is our preferred and most secure method of payment. Visit www.terraresidential.com and click on the **PAY RENT ONLINE** button on the top of the home page or the **PAY RENT ONLINE** button in the Tenants drop down menu to sign up. There is no fee for online e-check or ACH payments. There is a small convenience fee for debit or credit card payments which is much less than any potential late fee or cost in time and gas to deliver payments. Plus, you can set up automatic recurring payments. Set it once and don't think about it again.

Cashier's check or money order (§5.D.): When submitting cashier's checks, money orders, bill pay checks, bank drafts, make sure that the tenant's name and property address identified on the lease agreement is clearly marked on the payment. If this is neglected, your rent payment could be applied late as Landlord has no way of knowing what account to apply it towards.

Landlord or Landlord's Representative: _____ , _____

Tenants: _____ , _____ , _____ , _____

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Personal check (¶5.D.): Tenant's Name and property address must be preprinted on any personal check presented. Landlord will not accept temporary checks or third-party checks (i.e. from friend, family, or business).

Paying in Person: For those who wish to pay in person, our office hours are 9 AM -- 12 PM and 1 PM -- 5 PM, Monday through Friday, excluding normal holidays. Our address is 9977 W. Sam Houston Pkwy N, Suite160. Please call the next business day to verify receipt, as Landlord will not be responsible for lost payments.

LATE CHARGES (¶6.): Keep in mind that the rent is due on the date stated in the Lease which is usually the first (1st). Please do not confuse the past due date with the date late fees start accruing which is on the **4th at 12:00am** (in the morning). All rents are considered late if not **RECEIVED** by the due date, which means if Tenant pays the rent on the 2nd, it is late although late fees have not yet started accruing. If paying online, payments are considered received on the initiation date and time of the payment. Post marks, dates written on checks, etc., are never considerations. Allow sufficient time for mail service to have the rent to Landlord on or before the due date (1st). Late rents may be reported to any credit bureau and/or any future landlord or mortgage company.

RETURNED PAYMENT (¶7.): Any returned payment for any reason will need to be replaced with a cashier's check, money order, or credit card. Should Tenant at any time, and for any reason, have more than one e-check (ACH) or personal check returned, Landlord hereby notifies Tenant that e-checks (ACH) and personal checks will no longer be accepted.

PHONE NUMBERS AND EMAIL (¶12.B.): The information provided on Tenant's application will be used to set up the TRS Tenant file and Tenant is responsible for promptly (within 5 days) supplying changes in any contact telephone numbers and e-mail addresses to TRS in writing.

ACCESS BY LANDLORD for SHOWINGS (¶14.): After written move-out notice has been received, whether or not Tenant authorizes a keybox to be placed on the Property by the Landlord (see ¶14); the Property may be shown at reasonable times to prospective tenants. Tenant understands that repeatedly refusing reasonable showings, as well as not keeping the Property "showable" during this time constitutes default of the lease, the penalty of which will be equal to 100% of one month's rent.

INVENTORY AND CONDITION FORM (¶15.B.): The Inventory and Condition Form is now an App called MyWalkThru which will need to be **COMPLETED AND RETURNED** to TRS within 7 days of move-in. Tenant will be supplied with login credentials to conduct a review and generate a digital report of the Property's condition utilizing a smartphone application (the "App"). The App will enable Tenant to note and photograph damages or other conditions of the Property existing at the time Tenant accepts possession. The importance of completing this document cannot be stressed enough. This document is for Tenant protection for consideration in both maintenance and security deposit charges. **THIS DOCUMENT IS NOT A REQUEST FOR REPAIRS AND ANY DEFECTS NOTED WILL NOT BE CONSIDERED FOR REPAIR SIMPLY BY COMPLETING THIS DOCUMENT.** If needed, a separate online request for specific repairs must be submitted.

MOVE-OUT (¶16.): The Lease automatically renews on a month-to-month basis until one party gives the other **WRITTEN** notice of termination (¶4.A.B.C.). THE LEASE DOES NOT AUTOMATICALLY END AT THE EXPIRATION DATE OF THE PRIMARY TERM (¶3.A)

Tenant will leave the Property free of all trash, debris, and any personal property.

All ceramic, tile, vinyl, and concrete areas are to be swept and mopped.

All carpeted areas are to be vacuumed and professionally cleaned.

All areas are to be de-fleat and deodorized if required by the pet agreement.

All counters, windows, windowsills, door casings, blinds, cabinets, appliances, tubs, showers, toilets, mirrors, light fixtures, ceiling fans, fireplaces, etc. are to be clean and wiped down (inside and out if applicable).

All patios, walkways, carports, garages, and/or driveways are to be swept and degreased as needed.

All yard areas are to be freshly mowed, edged, raked and weeded; shrubbery is to be trimmed; flower beds are to be weeded; and any holes in the yard are to be filled in completely.

PROPERTY MAINTENANCE (§17.)

Utility & Maintenance Reduction Program: A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 30 days as a part of the Tenant Benefit Package. Tenant shall properly install the filter(s) that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filter(s) will be considered as a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant, therefore, Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.

Yard Care and Watering (§17.B.): Please remember that in most leases it is Tenant's responsibility to water the yard. If not done regularly, tenants can and have been held responsible for completely re-sodding the yard upon move-out. If there is a sprinkler system installed in the yard, it is a violation of the lease to turn that system off. Keeping that in mind, if the summer is within normal temperature and rainfall ranges for the area, there may come a time when different areas or water districts start a water rationing or other restriction. Please remember to follow all those rules.

Prohibitions (§17.D.): **NO** modifications may be made to the property without prior **WRITTEN** permission of the Landlord. This includes installation of cable TV, security systems, light fixtures, trees, bushes, painting, or anything of the like.

REPAIRS (§18.):

Repair Requests (§18.A.): All repair/maintenance requests should be directed to TRS in writing as per the lease (except for emergencies that may be called in to 713-895-9966). The preferred and most common method is to go to the TRS website at www.terraresidential.com and click on the MAINTENANCE button at the top. This will direct you into the maintenance portal. You will log on with your credentials and input your maintenance request. This will be sent to TRS to be assessed and assigned a vendor. You will be able to schedule the appointment between you and the vendor. This will always be monitored by our office. **DO NOT EMAIL YOUR PROPERTY MANAGER DIRECT FOR REPAIRS.**

Completion of Repairs (§18.C.): Do not attempt any repairs yourself or contract with outside companies if you want the Landlord to pay for the repair, even in an emergency. We have a manager on call 24 hours a day, and we always have emergency repair companies available. Landlord **WILL NOT REIMBURSE** Tenant for any repair bills contracted by Tenant without prior written permission from Landlord. **AT NO TIME ARE YOU AUTHORIZED TO DEDUCT A REPAIR AMOUNT FROM THE MONTHLY RENT.**

Repair Hours: Our office hours are 9:00 AM – 12:00 PM and 1:00 PM -- 5:00 PM Monday through Friday excluding normal holidays. Most repair companies perform their services during similar hours, however pre-discussed appointments may be made for after hours and during weekends at the convenience of the repair company and you. Be advised that the Landlord will not authorize the paying of overtime or after hours charges, except in the case of a major emergency. After hour major emergencies (such as major plumbing, electrical, fire, etc.,) may be reported by calling 713-895-9966 and following the instructions. Use common sense when reporting emergencies. As an example, we cannot and will not repair air conditioners, or a burner on the stove, at midnight on Saturday.

Payment of Repair Costs (§18.D.): Certain repairs are the responsibility of Landlord and certain repairs are the responsibility of the tenant. In most instances the Tenant will be responsible for the entire repair if it is found to be due to misuse, neglect, etc. **Do not pay** the repair company when they perform their services, unless directed to by TRS. If there is responsibility for payment of some or more of the repair to you, TRS will invoice you after the repair has been completed.

Tenant Benefit Package

Address: _____

The Terra Residential Services, Inc. Tenant Benefit Package is designed to provide protection and convenience to our tenants. Due to the volume of services offered, we can package these items together at a much lower rate than if we were to charge for each separately. Therefore, all tenants are automatically enrolled and there is no opt out option. The TRS Tenant Benefit Package will be billed as one monthly charge and due with your rent payment. Current price is \$25 per month.

Your Tenant Benefit Package currently includes the following features:

1. **Air Filter Delivery.** Benefit: Every month we will ship air filters to your door to ensure lease compliance, clean air, and help reduce your utility bills by 5-15%. If your home has media filters, those would be shipped quarterly.
2. **Utilities Concierge Setup.** Benefit: We have a utilities concierge service to assist in having all your utilities connected prior to your move in day. This includes assisting with electric, gas, water, cable, alarm, internet, and even moving truck service setup.
3. **Move In Inventory Report App.** Benefit: Incoming tenants receive access to an online smartphone app that catalogs the condition of the home at move in and helps protect your security deposit by avoiding deposit disputes after move out.
4. **Annual Property Visits.** Benefit: Once a year we will schedule a visit for us to come check on the property to ensure lease compliance and any deferred maintenance that you may not have already requested.
5. **Maintenance Portal.** Benefit: You have 24/7 access to our Maintenance Portal to submit maintenance requests which allows direct communication with our vendors to coordinate appointments and increases response time enabling faster and more thorough repairs.
6. **24/7 Maintenance Hotline with Live Phone Support.** Benefit: You can reach a live person after hours for emergency maintenance concerns by simply calling our main phone line.
7. **Online Payments Benefit:** Benefit: You have 24/7 access to our online payment service that offers free ACH or e-check payment options. You can also set up auto-draft payments. Convenience charges would apply if you choose to pay with credit or debit cards.
8. **One Time Returned Payment Fee Forgiveness.** Benefit: We will grant a one-time waiver of a returned ACH or Check payment fee. (\$50 limit)
9. **One Time Reduced Late Payment Charge.** Benefit: We will grant a one-time reduction of your late fee by \$40 if paid the same day that the late fee is applied to your account. This can only be used once every 12 months. (\$40 limit)

Tenant's Name & Signature _____